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2-345A021

RECORDATION NO 17825-H FILED 1425 OF COUNSEL
URBAN A. LESTER

DEC 10 1992 - 11:52 AM
INTERSTATE COMMERCE COMMISSION

December 10, 1992

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 200

17825-F
G

RECORDATION NO 17825-F FILED 1425

DEC 10 1992 - 11:52 AM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed are two (2) original copies each of 1) a Lease Supplement No. 3 dated December 10, 1992 and 2) an Indenture Supplement No. 3 and Amendment No. 2 to Indenture dated December 10, 1992, secondary documents as defined in the Commission's Rules for the Recordation of Documents.

The enclosed documents relate to filings made under Recordation Number 17825, the first of which was recorded June 25, 1992 at 3:40 p.m.

The names and addressees of the parties to the enclosed document are:

Lease Supplement No. 3

Lessor: Society National Bank
as Owner Trustee
900 Euclid Avenue
Cleveland, Ohio 44101

Lessee: The Atchison, Topeka and Santa Fe
Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Handwritten signatures and initials on the left margin.

DEC 10 11:16 AM '92
INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
December 10, 1992
Page Two

Indenture Supplement No. 3

Owner Trustee: Society National Bank
900 Euclid Avenue
Cleveland, Ohio 44101

Indenture Trustee: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents set forth in Schedule 1 attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$32 payable to the order of the Interstate Commerce Commission covering the recordation fees.

Kindly return a stamped copy of each of the enclosed documents to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, DC 20006.

A short summary of the enclosed documents to appear in the Commission's Index is:

Lease Supplement No. 3 dated December 10, 1992 and Amendment No. 2 to Indenture dated December 10, 1992 covering 40 Model Dash 8-40 CW, 3800 h.p. diesel electric locomotives bearing ATSF road numbers.

Very truly yours,


for Charles T. Kappler

CTK/bg
Enclosures

SCHEDULE 1

EQUIPMENT

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Road Numbers</u>
40	Model Dash 8-40CW, 3800 h.p. six-axle, diesel-electric locomotives	801-851, both inclusive, odd numbers only, and 853-866, both inclusive

Interstate Commerce Commission

Washington, D.C. 20423

12/10/92

OFFICE OF THE SECRETARY

Charles t. Kappler

Alvord & Alvord

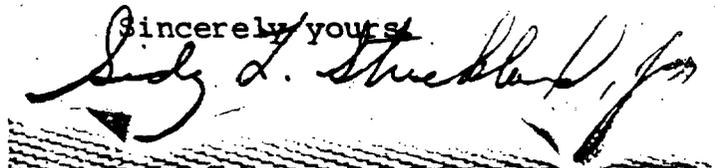
918 16th St. N.W.

Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/10/92 at 11:25am , and assigned re-
recording number(s). 17825-F & 17825-G 17922-A

Sincerely yours



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

LEASE SUPPLEMENT NO. 3

RECORDATION NO. 17825-F FILED MS

Dated December 10, 1992

DEC 10 1992 - 11 25 AM

between

INTERSTATE COMMERCE COMMISSION

SOCIETY NATIONAL BANK,
not in its individual capacity
but solely as Owner Trustee,
Lessor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (SANTA FE TRUST NO. 1992-1), DATED AS OF June 25, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December __, 1992, at __:__.M. Recordation Number __, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on December __, 1992, at __:__.M.]*]

*/ For conformed copy.

LEASE SUPPLEMENT NO. 3

This LEASE SUPPLEMENT NO. 3, dated December 10, 1992 (this "Lease Supplement"), is between SOCIETY NATIONAL BANK (successor by merger to Ameritrust Company National Association), not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-1), dated as of June 25, 1992 (together with all amendments and supplements heretofore entered into, including that certain Lease Supplement No. 1, dated June 25, 1992, and that certain Lease Supplement No. 2 and Amendment No. 1 to Lease, dated August 27, 1992, the "Lease"; and unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease); and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease in accordance with the terms thereof and the second Closing Date shall be the date of this Lease Supplement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the Lessor and the Lessee agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease and all terms, conditions and covenants contained in the Lease, as amended and supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 25, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease Supplement to be duly delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

SOCIETY NATIONAL BANK,
not in its individual capacity,
but solely as Owner Trustee

By: 
Name: R. SCHMIDT
Title: VICE PRESIDENT

CORPORATE SEAL

Attest:

By: 
Name: D. KOVACH, Assistant Secretary
Title: D. KOVACH, Assistant Secretary

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____
Name: _____
Title: _____

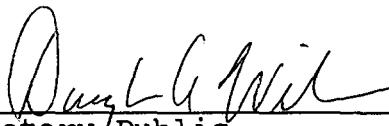
CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS

On this 4th of December, 1992, before me personally appeared R. SCHMIDT and D. KOVACH, to me personally known, who being by me duly sworn, say that they are VICE PRESIDENT and ASSISTANT SECRETARY, respectively of SOCIETY NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

DOUGLAS A. WILSON, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 Revised Code

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF _____) SS

On this _____ day of _____, 1992, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease Supplement to be duly delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

SOCIETY NATIONAL BANK,
not in its individual capacity,
but solely as Owner Trustee

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: *Denis E. Springer*
Name: Denis E. Springer
Title: Senior Vice President, Treasurer
and Chief Financial Officer

CORPORATE SEAL

Attest:

By: *Craig N. Smetko*
Name: CRAIG N. SMETKO
Title: ASSISTANT SECRETARY

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ of _____, 1992, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of SOCIETY NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

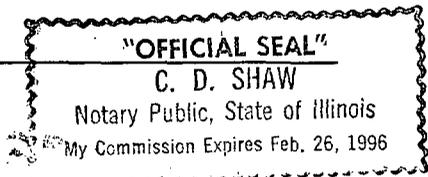
On this 8th day of December, 1992, before me personally appeared Denis E. Springer and Craig N. Smetko, to me personally known, who being by me duly sworn, say that they are Senior Vice President and Asst. Secretary, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

C. D. Shaw

Notary Public

[NOTARIAL SEAL]

My commission expires: _____



SCHEDULE 1

Equipment

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Road Numbers</u>
40	Model Dash 8-40CW, 3800 h.p. six-axle, diesel-electric locomotives	801-851, both inclusive, odd numbers only, and 853-866, both inclusive